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SUPREME COURT OF THE UNITED STATES.

No. 159.

EDWARD KILBOURNE, DEMING & LOVE, COLEMAN & FOOTE, AND R. B. FOOTE, PL'FFS IN ERROR,

vs.

THE STATE SAVINGS INSTITUTION OF ST. LOUIS, IN THE STATE OF MISSOURI.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

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GIDEON, Print.

UNITED STATES OF AMERICA, *ss.*

The President of the United States to the honorable the Judge of the District Court of the United States for the district of Iowa, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court before you, between the State Savings Institution of St. Louis, in the State of Missouri, plaintiffs, and Edward Kilbourne, Deming and Love, Coleman and Foote, and R. B. Foote, are defendants, the latter being citizens of the State of Iowa, as alleged, a manifest error hath happened, to the great damage of the said defendants, as by their complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the Honorable Roger B. Taney, Chief Justice of the [SEAL.] said Supreme Court, the 27th day of October, in the year of our Lord one thousand eight hundred and fifty-eight.

J. C. BURNS,
Clerk of the District Court of the United States for the District of Iowa.
By A. J. MESSENGER,
Deputy.

Allowed by—

J. M. LOVE,
Judge of Dist. Court. U. S. for Dist. of Iowa.

The United States of America to the State Savings Institution of St. Louis, Missouri, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error

filed in the clerk's office of the district court of the United States for the district of Iowa, wherein Edward Kilbourne, Coleman and Foote, Deming and Love, and R. B. Foote, are plaintiffs in error, and said State Savings Institution is defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable J. M. Love, judge of the district court of the U. S. for the district of Iowa, this 27th day of October, in the year of our Lord one thousand eight hundred and fifty-eight.

J. M. LOVE,
Judge of s'd Dist. Court.

On this fifth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, personally appeared before me, the subscriber, clerk of the district court of the U. States for the district of Iowa, and makes oath that he delivered a true copy of the within citation to Messrs. Starr and Phelps and David Rorer, esqs., counsel for the State Savings Institution, in the case within mentioned. And this affiant further says, that he is duly authorized to make said service.

B. LEAREY,
Dept. U. S. Marshal Southern Dist. of Iowa.

Sworn to and subscribed before me the day aforesaid.
[L. S.] J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Filed Nov. 5th, 1858.

J. C. BURNS, *Cl'k.*
By A. J. MESSENGER, *Deputy.*

UNITED STATES OF AMERICA,
District of Iowa, ss.

Pleas before the district court of the United States, within and for the district of Iowa, at a term begun and holden at the city of Burlington, in the southern division of said district, on the third Monday, to wit, the 17th day of October, A. D. 1858, the Hon. J. M. Love, judge of the United States district court for the district of Iowa, presiding.

STATE SAVINGS INSTITUTION
vs.
EDWARD KILBOURNE, COLEMAN & FOOTE, Robert B. Foote, A. L. Deming and H. K. Love.

Be it rememberd, that heretofore, to wit, on the 27th day of April, A. D. 1858, the plaintiffs filed in the office of the clerk of said court a præcipe in words and figures following, to wit:

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Præcipe.

In the District Court of the United States for the district of Iowa, southern division.

THE STATE SAVINGS INSTITUTION, a corporation created by and having its place of business in the State of Missouri, Plaintiff, vs. EDWARD KILBOURNE, R. B. FOOTE, COLEMAN & Foote, Anson L. Deming and Henry K. Love, Defendants.	Action for $1,600. on Bill of Exchange.

The clerk of said court will issue a summons in the above entitled suit, returnable to the next term, April 26th, 1858.

D. RORER,
Attorney for Pl'ffs.

Petition.

To the District Court of the United States for the district of Iowa, southern division:

Your petitioners, the State Savings Institution, a corporation created by, and having its place of business in the State of Missouri, claims of the defendants, Edward Kilbourne, R. B. Foote, Coleman & Foote, Anson L. Deming, and Henry K. Love, who are citizens of the State of Iowa, the sum of sixteen hundred dollars, which they allege to be due them from the said defendants, and for cause of such claim, state: That said Coleman & Foote, by the style and name of Coleman & Foote, did by such style and name, at Keokuk, in said State of Iowa, make their certain bill of exchange in writing, according to the custom of merchants, dated the 13th of October, 1857, and directed to said Edw. Kilbourne, of said Keokuk, and thereby requested the said Kilbourne to pay to the said R. B. Foote or order, one hundred and twenty days after date, the sum of fourteen hundred and ten dollars and thirty-seven cents, ($1,410 $\frac{37}{100}$,) for value received, and then and there delivered the said bill of exchange to the said R. B. Foote, and afterwards, to wit, upon the same day, the said Kilbourne, the drawee of said bill of exchange, accepted the same, payable at the State Savings Institution, St. Louis, Mo., (meaning Saint Louis, in the State of Missouri.) And the said R. B. Foote, and the said Deming, and the said Love, within intent to charge themselves with the amount of said bill, and with payment thereof in case it should not be paid by said Kilbourne, the acceptor, at maturity, and by way of negotiating the same to your petitioners, did by endorsement thereon in writing, to wit: the said Foote, by the said name and style of R. B. Foote, and the said Deming and the said Love, by the name and style of "Deming & Love," they, and each of them, then

being and still being citizens of said State of Iowa, appointed and directed the contents of the said bill of exchange to be paid to your petitioners, who then were, and still are, a corporation created by, and having their place of business in, and doing business in Saint Louis, in the said State of Missouri.

And afterwards, to wit, on the 13th day of February, 1858, at Saint Louis, in said State of Missouri, the time limited for the payment of said bill of exchange having expired, your petitioners then still being the legal owners and holders of said bill of exchange, caused said bill of exchange to be presented for payment at the place of business of the State Savings Institution, and payment thereof was then and there refused, by reason whereof the said bill of exchange was then and there duly protested for non-payment, of all which the said defendants then and there and thereafter, to wit, on the same day aforesaid, had due notice; whereby the said defendants became liable to pay to your petitioners the said sum of money in the said bill of exchange mentioned and specified, with interest thereon, since the said 13th day of February, 1858, at the rate of six per cent. per annum, as also three per cent. upon the amount of said bill, for damages for non-payment thereof, together with costs of protest, amounting to the further sum of two dollars and five cents, all which moneys remain due and unpaid, and which amount to the sum of sixteen hundred dollars above claimed, and for which your petitioners ask judgment.

And for a further cause of such claim, your petitioners state, that the said defendants heretofore, to wit, on the 14th day of February, 1858, to wit, at the district of Iowa aforesaid, were indebted to your petitioner in the further sum of sixteen hundred dollars of other money, for so much money before that time had and received by said defendants to the use of your petitioners; and being so indebted, they, the defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, to wit, at said district, undertook and promised to pay the same. And for a further cause of such claim, your petitioners state, that the said defendants heretofore, to wit, on the 14th day of February, 1858, to wit, at said district, were indebted to your petitioners in the further sum of sixteen hundred dollars of other money, as so much money due to your petitioners, from defendants, for money loaned by your petitioners; and being so indebted, they, the defendants, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, undertook and faithfully promised petitioners to pay the same whenever thereunto requested. And for a further cause of such claim, your petitioners further state, that heretofore, to wit, on the 14th day of February, 1858, at St. Louis, to wit, at said district of Iowa, your petitioners and defendants then and there accounted together, and on such accounting the defendants were found to be indebted to your petitioners in the further sum of

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sixteen hundred dollars; and being so indebted, in consideration thereof, the said defendants then and there undertook and promised to pay the same *on* requested.

Yet the said defendants, although often requested, have not paid any or either of said sums of money, and the same remain due and unpaid, wherefore your petitioners ask judgment for the amount of sixteen hundred dollars above claimed, and with interest and costs.

DAVID RORER,
Att'y for Pl'ffs.

Copy of the Bill of Exchange and Endorsements.

$1,410\frac{37}{100}$. KEOKUK, 13 *Octo'r*, 1857.

One hundred and twenty days after date, pay to the order of R. B. Foote fourteen hundred and ten $\frac{37}{100}$ dollars, value received, and place to account of—

COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq.,
Keokuk, Iowa.

Endorsed: "Pay to State Savings Institution.
"R. B. FOOTE,
"DEMING & LOVE."

Upon which was the following endorsement, to wit:

Filed and sum's issued April 27th, 1858.
J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Dep. Clerk.*

Summons.

And afterwards, to wit, on the 27th day of April, A. D. 1858, there issued a writ of summons in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Iowa, ss.

To the Marshal of said district, greeting:

In the name of the President of the United States, we command you to summon R. B. Foote, Anson L. Deming and Henry K. Love, citizens of and resident in the State and district of Iowa, if they be found in your bailiwick, to be and appear before the district court of the United States for the district of Iowa aforesaid, at Burlington, in said district, on the 3d Monday in the month of May next, to answer unto the State Savings Institution, a corporation created by and having its place of business in the State of Missouri, of a plea of petition for the sum of sixteen hundred dollars (action on bill of exchange,) and have then and there this writ.

Witness the Honorable J. M. Love, judge of said district court, this 27th day of April, 1858, and in the eighty-second year of the independence of the United States of America.

[SEAL.]

Attest: J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Filing.

Upon which said writ of summons were the words following, to wit:

Filed May 18th, 1858.

J. C. BURNS, *Clerk.*

Marshal's Return.

Which said writ was returned by the marshal in the words and figures following, to wit:

This summons came to hand April 27th, 1858, and I served the sum's on the within named R. B. Foote, Anson L. Deming and Henry K. Love, of Lee Co., Iowa, by reading the same to them, and delivering to them a true copy of the same as demanded of me by defendants.

May 5, 1858.

LAMES SUMMERS,
U. S. Marshal.
By WM. ENDALY,
Deputy U. S. Marshal.

Service.....	6 00
Mileage.....	3 00
	$9 00

And afterwards, to wit, on the 19th day of May, A. D. 1858, the following proceedings were had, to wit:

Record No. 81.

U. S. District Court—May 19th, 1858.

STATE SAVINGS INSTITUTION vs. EDWARD KILBOURNE, COLEMAN & FOOTE, R. B. FOOTE, Anson L. Deming and Henry K. Love.	Petition on Bill of Exchange.

Now, on this day plaintiff, by consent, and at the instance of Edward Kilbourne and Coleman & Foote, so amends his petition (which was only against R. B. Foote, Anson L. Deming and Henry K. Love,) as to make said Edward Kilbourne and said

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Coleman & Foote defendants in this suit. And thereupon Samuel F. Miller, attorney for defendants, appears for said Coleman & Foote and Edward Kilbourne, as well as for the other defendants, and said Sam'l F. Miller waives as to said Coleman & Foote and Edward Kilbourne any right of continuance at the next term, by reason of the present being as to them the appearance term, and cause continued generally.

Answer.

And afterwards, to wit, the 19th day of October, A. D. 1858, the following answer was filed, to wit:

STATE SAVINGS INSTITUTION
vs.
E. KILBOURNE, COLEMAN & Foote, R. B. Foote, A. L. Deming and H. K. Love.

And now come the defendants, by Rankin, Miller, and Euster, their counsel, and deny that Coleman & Foote drew any such draft as that set forth in plaintiff's petition, and deny that defendant, Edward Kilbourne, ever accepted said draft; they deny that defendants, Foote, Deming & Love, ever endorsed the same, or guarantied its payment.

Defendants, Coleman & Foote, R. B. Foote, A. L. Deming, and H. K. Love, deny that they ever had due notice of the demand and non-payment of said draft; and all said defendants deny all indebtedness or liability to plaintiff on account of said draft.

RANKIN, MILLER, & EUSTER,
Counsel for Def'ts.

And the said R. B. Foote, A. L. Deming, and H. K. Love, say that they are accommodation endorsers of said bill of exchange, and are mere sureties, and pray that any judgment which may be obtained against them in this suit shall be entered against them as sureties.

RANKIN, MILLER, & EUSTER,
Counsel for Foote, Deming & Love.

Upon which said answer were the words and figures following, to wit:

Filed Oct. 19th, 1858.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Prœcipe.

UNITED STATES OF AMERICA,
District of Iowa, ss.

THE STATE SAVINGS INSTITUTION, Plaintiff,
vs.
EDWARD KILBOURNE, R. B. FOOTE, COLEMAN & Foote, Anson L. Deming and Henry K. Love, Defendants. } 127.

And also be it remembered that heretofore, to wit, on the 3d day of May, A. D. 1858, the plaintiffs filed in the office of the clerk of said court a prœcipe in words and figures following, to wit:

Clerk U. S. dist. court: Issue writ of summons on within petition forthwith.

May 3d, 1858.

JNO. A. KASSON & PHELPS,
Plff's Att'ys.

Petition.

UNITED STATES OF AMERICA,
District of Iowa, ss.

THE STATE SAVINGS INSTITUTION, Plaintiff,
vs.
EDWARD KILBOURNE, R. B. FOOTE, COLEMAN & Foote, Anson L. Deming, and Henry K. Love.

To the Honorable District Court:

The plaintiff, the State Savings Institution, which is a corporation duly established by law of the State of Missouri, at and doing business at St. Louis, in the State of Missouri, claims of the defendants aforesaid, who are each and all citizens and residents of Lee county, in the State of Iowa, the sum of four thousand nine hundred and fourteen and $\frac{5}{100}$ dollars, with interest after maturity, and damages for non-payment, which plaintiff alleges to be due pl'ff from said defendants, and for cause of such claim states that, on the 14th day of August, 1857, the defendants, Coleman & Foote, at Keokuk, in the State of Iowa, drew their certain foreign bill of exchange of that date for value received, whereby they requested Edward Kilbourne to pay s'd draft sixty days after date to the order of said defendants, R. B. Foote, the sum of three thousand dollars, which bill was then and there accepted by the said Edward Kilbourne, payable at the office of the plaintiff, in St. Louis aforesaid, and endorsed and negotiated by the said R. B. Foote to Deming & Love af's'd, and by them endorsed and negotiated to the plaintiff at the request of the said Kilbourne, and before the maturity thereof, which bill is long since due, and was

at maturity presented at the place where the same was made payable, and payment then and there demanded, and refused for want of funds, and the same was duly protested for non-payment, of all which the said drawer and endorsers had due notice, and are now liable to the plaintiff for the amount of said bill, with interest at ten per cent. and costs of protest ($1 85) and damages; and also that the said Coleman & Foote, on the 13th October, 1857, at Keokuk, in the State of Iowa, made their certain other foreign bill of exchange of that date, whereby for value received they requested the said defendant, Kilbourne, to pay, sixty days after date, to the order of said R. B. Foote, the sum of fifteen hundred and twenty-six $\frac{23}{100}$ dollars, which bill was then and there accepted by said Kilbourne, payable at the office of plaintiff, in St. Louis aforesaid, and was endorsed and negotiated by said R. B. Foote, the payee, to said Deming & Love, and by them endorsed and negotiated to the plaintiff before maturity, and was at maturity presented for payment at the place where the same was made payable, and payment refused for want of funds, and the same was protested for non-payment, of all which the defendants, drawer and endorsers aforesaid, had due notice, and became liable to pay the same to plaintiff, but though long since due and demanded the same remains due and unpaid, and now owing to the plaintiff, with interest at ten per cent., damages, and costs of protest, $1 85.

And for the aforesaid amounts and sum as claimed, with interest as afs'd, damages for non-payment, and costs, plaintiff asks judgment against def't, Kilbourne, as acceptor, and against Coleman & Foote, as drawers, and against Deming & Love and R. B. Foote, as endorsers. Copies of said bills are annexed.

By PHELPS,
With whom is KASSON,
Pl'ff's Att'ys.

(Copy.)

$3,000.

August 14, 1857.—Sixty days after date, pay to the order of R. B. Foote three thousand dollars, value received, and charge the same to account of—

(Signed) COLEMAN & FOOTE.

To EDWARD KILBOURNE,
Keokuk, Iowa.

Accepted, payable at the office of the State Savings Institution, in St. Louis, Mo.

(Signed) EDW'D KILBOURNE.

Endorsed: R. B. Foote, Deming & Love.

[REC. CLIX, D. T. 1859.]—2

(Copy.)

$1,526 $\frac{23}{100}$.

Keokuk, Octo. 13th, 1857.—Sixty days after date, pay to the order of R. B. Foote fifteen hundred twenty-six $\frac{23}{100}$ dollars, value received, and place to account of—

(Signed) COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq.,
Keokuk, Ia.

Accepted, payable at the State Savings Institution, St. Louis, Mo.
(Signed) EDW'D KILBOURNE.
Endorsed: R. B. Foote, Deming & Love.

Filing.

Upon which said præcipe and petition was an endorsement in the words and figures following, to wit:

Filed and sum's issued May 3d, 1858.
J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

And afterwards, to wit, on the 3d day of May, A. D. 1858, there issued a writ of summons, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Iowa, ss.

To the Marshal of said district, greeting:

In the name of the President of the United States, we command you to summon R. B. Foote, Anson L. Deming, and Henry K. Love, citizens of and resident in the State and district of Iowa, if they be found in your bailiwick, to be and appear before the district court of the United States for the district of Iowa aforesaid, at Burlington, in said district, on the 3d Monday in the month of May inst., to answer unto "The State Savings Institution," a corporation duly established by law of and doing business in the State of Missouri, of a plea of petition for the sum of four thousand nine hundred and fourteen $\frac{5}{100}$ dollars, with interest and costs, &c., and have then and there this writ.

Witness the Honorable J. M. Love, judge of said district court, this 3d day of May, 1858, and in the eighty-second year of the independence of the United States of America.
[SEAL.]

Attest: J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Marshal's Return.

Which said writ was returned by the marshal in the words and figures following, to wit:

This summons came to hand May 3d, 1858, and I served the

same on the within-named R. B. Foote, Anson L. Deming, Henry K. Love, in Lee co., Iowa, by reading the same to them, May the 5th, 1858, and delivering a true copy to the above named defendants.

LAURUEL SUMMERS,
U. S. Marshal.
By WM. ENDSLEY,
Deputy U. S. Marshal.

Service..... 6 00
Mileage..... 3 00

$9 00

And also upon said writ of summons appears an endorsement in the words and figures following, to wit:

Filed May 18th, 1858.

J. C. BURNS, *Clerk.*

Record 107.

And afterwards, to wit, on the 19th day of May, A. D. 1858, the following proceedings were had, to wit:

U. S. District Court, May 19th, 1858.

THE STATE SAVINGS INSTITUTION
vs.
R. B. FOOTE, ANSON L. DEMING, Henry K. Love, Edward Kilbourne, and Coleman & Foote. } Petition.

Now, on this day, plaintiff, by consent and at the instance of Edward Kilbourne and Coleman & Foote, so amends his petition (which was only against R. B. Foote, Anson L. Deming, and Henry K. Love) as to make said Edward Kilbourne and said Coleman & Foote defendants in this suit; and thereupon Samuel F. Miller, attorney for def'ts, appears for said Edward Kilbourne, and Coleman & Foote, as well as for the other defendants, and said Sam'l F. Miller waives as to said Edward Kilbourne and Coleman & Foote any right of continuance at the next term of this court.

And afterwards, to wit, on the day and year aforesaid, to wit, the 19th day of October, A. D. 1858, the said defendants filed in the office of the clerk of said court their certain plea to the petition of said plaintiff, which was in the words and figures following, to wit:

THE STATE SAVINGS INSTITUTION
vs.
EDWARD KILBOURNE, R. B. FOOTE, Coleman & Foote, A. L. Deming, and H. K. Love.

And now come the above named defendants, by Rankin, Miller, and Euster, their counsel, and say, that they deny signing and endorsing any such drafts or bills of exchange as is mentioned in plaintiff's petition, and deny that they are in anywise liable on the same, and deny the acceptance of any such draft by said Edward Kilbourne.

And all of the defendants above named, except said Edward Kilbourne, deny that they have had due notice of the demand and non-payment of said bills of exchange.

RANKIN, MILLER, & EUSTER,
Counsel for Defendants.

And the said R. B. Foote, A. L. Deming, and H. K. Love, for further plea, say that they are accommodation endorsers, and mere sureties in the case, and pray, if judgment is recovered by the plaintiff, that the judgment may be rendered against them, if at all, in that character.

RANKIN, MILLER, & EUSTER,
Counsel for Foote, Deming, and Love.

Filing.

Upon which said plea appeared an endorsement in the words and figures following, to wit:

Filed Oct. 19th, 1858.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Record No. 81.

And afterwards, to wit, on the 21st day of October, A. D. 1858, the following proceedings were had, to wit:

United States District Court—Oct. Term, 1858.

THE STATE SAVINGS INSTITUTION
vs.
EDWARD KILBOURNE, COLEMAN & FOOTE, R. B. Foote, Anson L. Deming, and Henry K. Love. } Debt on Bill of Exchange.

THE STATE SAVINGS INSTITUTION
vs.
EDWARD KILBOURNE, R. B. FOOTE, Coleman & Foote, Anson L. Deming, and Henry K. Love. } 107.

On this 21st day of October, A. D. 1858, come the defendants in the foregoing entitled causes, by Sam'l F. Miller, esq., and move the court that said two causes be consolidated, for reason that said suits are brought by the same plaintiffs against the same def'ts on bills of exchange, which motion having been duly consid-

ered by the court, is sustained, and it is ordered by the court that said causes be consolidated, and treated in the future trial as one.

And afterwards, to wit, the day and year last aforesaid, to wit, the 21st day of October, A. D. 1858, the said plaintiff filed in the office of the clerk of said court three several bills of exchange, with a protest attached to each of said bills, which said bills and protests were in the words and figures following, to wit:

1st Bill of Exchange.

$1,410 $\frac{37}{100}$. KEOKUK, 13*th Octo.*, 1857.

One hundred and twenty days after date pay to the order of R. B. Foote fourteen hundred and ten $\frac{37}{100}$ dollars, value received, and place to account of—

COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq., *Keokuk, Iowa.*

Accepted, payable at the State Savings Institution, St. Louis, Mo.
EDW'D KILBOURNE.

Upon which was the following endorsement:
Filed Oct'r 1st, 1850.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Protested—non-payment. St. Louis, Feb. 13, 1858.
EDW. W. SHANDS, *N. P.*

Fees, $2 05.

Upon which said bill of exchange was *the* an endorsement in words and figures following, to wit:

Pay to State Savings Institution.

R. B. FOOTE,
DEMING & LOVE.

Protest.

And attached to said bill of exchange was a protest, in words and figures following, to wit:

STATE OF MISSOURI, *County of St. Louis, ss.*

Be it known, that on the day of the date hereof, at the request of State Savings Inst., the holder of the original draft, a copy of which is on the reverse hereof written, I, Edward W. Shands, notary public for the county of St. Louis, in the State of Missouri, duly commissioned and qualified, residing in the city of St. Louis, in said State, presented the same at the State Savings Institution, to the teller thereof, and demanded payment, which he refused. Whereupon I, the said notary public, at the request aforesaid, have protested, and do hereby solemnly protest, as well against all persons and every party concerned therein, whether as maker, drawer, drawee, acceptor, payer, endorser, guarantee, surety or otherwise, howsoever, against whom it is proper to protest, for all

exchange, re-exchange, damages, interest and costs, accrued and to accrue, by reason of the non-payment thereof. Of all which I have given due notice to the parties concerned, in manner following: to Deming and Love, Keokuk, by mail this day, enclosing notices for R. B. Foote, Coleman & Foote, and Edw. Kilbourne. Thus done and protested at the city of St. Louis, aforesaid, this 13th day of February, A. D. 1858.

In testimony whereof, I, the said notary, have hereunto set my hand and affixed my notarial seal, the day and year above written. [SEAL.]

EDW. W. SHANDS,
Notary Public.

Recorded book E, folio 29. Fee, 2 05.

STATE OF MISSOURI,
County of St. Louis, ss.

Before the undersigned, a notary public within and for said county, came Edw. W. Shands, who being by me duly sworn, on his oath says, that the facts set forth in the foregoing certificate are true.

E. W. SHANDS.

Sworn to and subscribed before me this 15th day of February, A. D. 1858.

J. K. KNIGHT, [SEAL.]
Notary Public, St. Louis County, Mo.

Said protest endorsed:

$1,410\frac{37}{100}$. KEOKUK, 13*th Oct.*, 1857.

One hundred and twenty days after date pay to the order of R. B. Foote fourteen hundred and ten $\frac{37}{100}$ dollars, value received, and place to account of—

COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq.,
Keokuk, Iowa.

Endorsed: R. B. Foote, Deming & Love.

Accepted, payable at the State Savings Institution, St. Louis, Mo.

EDW. KILBOURNE.

Filing.

Filed Oct. 21st, 1858.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

2d Bill of Exchange.

$1,526\frac{23}{100}$. KEOKUK, *Oct.* 13*th*, 1857.

Sixty days after date pay to the order of R. B. Foote fifteen hun-

4937

dred twenty-six $\frac{23}{100}$ dollars, value received, and place to account of—

COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq.,
Keokuk, Iowa.

Endorsed: R. B. Foote, Deming & Love.

Acceptance.

Accepted, payable at the State Savings Institution, St. Louis, Mo.

EDW. KILBOURNE.

Protest—non payment. St. Louis, Dec. 15th, 1857.
EDW. W. SHANDS, *N. P.*

Fee $1 85.

2d Protest.

STATE OF MISSOURI,
County of St. Louis, ss.

Be it known, that on the day of the date hereof, at the request of State Savings Inst., the holder of the original draft, a copy of which is on the reverse hereof written, I, Edward W. Shands, notary public for the county of St. Louis, in the State of Missouri, duly commissioned and qualified, residing in the city of St. Louis, in said State, presented the same at the State Savings Institution, St. Louis, Mo., to the teller thereof, and demanded payment thereof, which he refused.

Whereupon I, the said notary public, at the request aforesaid, have protested, and do hereby solemnly protest, as well against all persons and every party concerned therein, whether as maker, drawer, drawee, acceptor, payer, endorser, guarantee, surety or otherwise, howsoever, against whom it is proper to protest, for all exchange, re-exchange, damages, interest and costs, accrued and to accrue, by reason of the non-payment thereof.

Of all which I have given due notice to the parties concerned in manner following: to Deming & Love, Keokuk, Iowa, by mail this day, enclosing notices for R. B. Foote, Coleman & Foote, and Edw. Kilbourne, esq.

Thus done and protested at the city of St. Louis aforesaid, this 15th day of December, A. D. 1857.

In testimony whereof, I, the said notary, have set my hand and [SEAL.] affixed my notarial seal the day and year above written.

EDW. W. SHANDS,
Notary Public.

Recorded book D, folio 358. Fee $1 85.

STATE OF MISSOURI,
County of St. Louis, ss.

Before the undersigned, a notary public, within and for said county, came E. W. Shands, who being by me duly sworn, on his oath says that the facts set forth in the foregoing certificate are true.

E. W. SHANDS.

Sworn to and subscribed before me this 15th day of Dec., A. D. 1857.

[SEAL.] R. R. WALTON,
Notary Public, St. Louis Co., Mo.

And on said protest was endorsed the following copy of bill of exchange, and endorsements:

$1,526 23. KEOKUK, *Octo. 13th*, 1857.

Sixty days after date pay to the order of R. B. Foote fifteen hundred twenty-six $\frac{23}{100}$ dollars, value received, and place to account of—

COLEMAN & FOOTE.

To EDW. KILBOURNE, Esq.,
Keokuk, Ia.

Endorsed: R. B. Foote, Deming & Love.

Accepted, payable at the State Savings Institution, St. Louis, Mo.

EDW. KILBOURNE.

Filing.

Filed Oct. 21st, 1858.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

3d Bill of Exc.

$3,000. AUGUST 14, 1857.

Sixty days after date pay to the order of R. B. Foote three thousand dollars, value received, and charge the same to account of—

COLEMAN & FOOTE.

To EDWARD KILBOURNE,
Keokuk, Iowa.

Endorsement: R. B. Foote, Deming & Love.

Acceptance.

Accepted, payable at the office of the State Savings Institution in St. Louis, Mo.

EDW. KILBOURNE.

Protest—non-payment. St. Louis, Oct. 16th, 1857.
Fees $1 85.

EDW. W. SHANDS, *N. P.*

3d Protest.

STATE OF MISSOURI,
County of St. Louis, ss.

Be it known, that on the day of the date hereof, at the request of State Savings Inst., the holder of the original draft, a copy of which is on the reverse hereof written, I, Edward W. Shands, notary public for the county of Saint Louis, in the State of Missouri, duly commissioned and qualified, residing in the city of Saint Louis, in said State, presented the same at office of the State Savings Institution, to the teller thereof, and demanded payment thereof, which he refused.

Whereupon I, the said notary public, at the request aforesaid, have protested, and do hereby solemnly protest, against all persons and every party concerned therein, whether as maker, drawer, drawee, acceptor, payer, endorser, guarantee, surety or otherwise, howsoever, against whom it is proper to protest, for all exchange, re-exchange, damages, interest and costs, accrued and to accrue, by reason of the non-payment thereof.

Of all which I have given due notice to the parties concerned in manner following:

To Mess. Deming & Love, Keokuk, Iowa:

Notices to R. B. Foote and Coleman & Foote by mail this day.

Thus done and protested at the city of Saint Louis aforesaid this 16th day of October, A. D. 1857.

In testimony whereof, I, the said notary, have hereunto set my hand and affixed my notarial seal the day and year above written. [SEAL.]

EDW. W. SHANDS,
Notary Public.

Record book B, folio 320. Fee $1 85.

STATE OF MISSOURI,
County of St. Louis, ss.

Before the undersigned, a notary public within and for said county, came Edw. W. Shands, who being by me duly sworn, on his oath says that the facts set forth in the foregoing certificate are true.

E. W. SHANDS.

Sworn to and subscribed before me this 16th day of October, A. D. 1857.

[SEAL.]

FRAN. W. RAWLE,
Notary Public, St. Louis County, Mo.

And on said protest was endorsed the following copy of bill of exchange and endorsements:

$3,000. AUGUST 14, 1857.

Sixty days after date pay to the order of R. B. Foote three thousand dollars, value received, and charge the same to account of—
COLEMAN & FOOTE.

To EDWARD KILBOURNE,
Keokuk, Iowa.

Endorsed: R. B. Foote, Deming & Love.

Accepted, payable at the office of the State Savings Institution, St. Louis, Mo.
EDW. KILBOURNE.

Filing.

Filed October 21st, 1858.
J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

Record.

And afterwards, to wit, on the 21st day of October, A. D. 1858, the following proceedings were had, to wit:

U. S. District Court—Thursday, Oct. 21st, 1858.

STATE SAVINGS INSTITUTION, Plaintiffs,
vs.
EDWARD KILBOURNE, COLEMAN & FOOTE, R. B. Foote, A. L. Deming, and H. K. Love, Defendants.
} 81 and 107.—On Bills of Exchange.

This day came the plaintiffs, by Phelps & Rorer, their attorneys, and the defendants, by Rankin, Miller & Euster, their attorneys. The case is submitted by the parties to the court without a jury, and the court having heard the evidence, and being advised in the premises, finds there is due from defendants to plaintiffs the sum of six thousand four hundred and forty dollars.

It is therefore considered by the court that plaintiffs recover of said Coleman & Foote and Edward Kilbourne, as principals, and R. B. Foote, A. L. Deming and H. K. Love, sureties, the sum of $6,440 aforesaid, with their costs in this behalf expended, to be taxed by the clerk.

Supersedeas Bond.

And afterwards, to wit, on the 30th day of October, A. D. 1858, there was filed in the office of the clerk of said court a supersedeas bond, in the words and figures following, to wit:

Know all men by these presents, that we, Edward Kilbourne, William Leighton, George L. Coleman and E. A. Foote, partners under the firm of Coleman & Foote, are held and firmly bound

unto the State Savings Institution, of the city of St. Louis, in the State of Missouri, in the full and just sum of 12,880 dollars, to be paid to the said State Savings Institution, their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this 26th day of October, 1858, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas lately at a term of the district court of the United States for the district of Iowa, in a suit depending in said court between said State Savings Institution and the said Edward Kilbourne and others, (the said State Savings Institution being plaintiff, and said Edward Kilbourne and others defendants,) a judgment was rendered against the said Edward Kilbourne, Coleman & Foote, Deming & Love and R. B. Foote, and the said Edward Kilbourne and Coleman & Foote having obtained a writ of error, and filed a copy thereof in the clerk's office of the said court, to reverse the judgment in the aforesaid suit, and a citation directed to the said State Savings Institution, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now, the condition of the above obligation is such, that if the said defendants in said suit shall prosecute s'd writ of error to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void; else to remain in full force and virtue.

EDW'D KILBOURNE, [SEAL.]
WILLIAM LEIGHTON, [SEAL.]
E. A. FOOTE. [SEAL.]
COLEMAN & FOOTE, [SEAL.]
Per FOOTE.

Sealed and delivered in presence of—

Approved by—

J. M. LOVE,
Judge of s'd District.

Upon said bond was an endorsement, in words and figures following, to wit:

Filed Oct. 30th, 1858.

J. C. BURNS, *Clerk.*
By A. J. MESSENGER, *Deputy.*

UNITED STATES OF AMERICA,
District of Iowa, Southern Division.

I, J. C. Burns, clerk of the district court of the United States, within and for said district, do hereby certify that the foregoing is